



Statement from Sheriff Spurlock reference SRO contract with STEM School:

The Douglas County Sheriff's Office has historically enjoyed a positive and productive working relationship with the staff, teachers, students and parents of the STEM School. We continually strive to provide the best possible law enforcement services to our school community.

The Sheriff's Office entered into a three-way Public Contract for Services agreement with two separate charter schools on 12/27/17, for the 2017/2018 school year. The two schools; STEM School and Skyview Academy, both in Highlands Ranch and located about 15 minutes apart from one another, agreed to share one School Resource Officer deputy, who would split his daily duties between the two schools. Essentially, each school wanted the services of the SRO ½ time each day. The SRO was funded ½ by the Sheriff's Office, ¼ by STEM School, and ¼ by Skyview Academy.

Per this PCS agreement, the single deputy had several duties, to include:

- Provide education and counselling to faculty, staff, and students on law enforcement matters;
- Coordinate matters of mutual law enforcement concerns between the schools and the Sheriff;
- Investigate law enforcement and public safety issues, to include in-progress calls, serve as a first-responder as needed, investigate and follow up on criminal cases related to the schools and students, assist school administration regarding safety and security, assist with classroom presentations and mediation issues, work with parents regarding student problems, gather criminal intelligence involving juveniles and criminal activity.
- The schools were also required to provide a secure office for the SRO with a telephone computer, since the duties of the SRO require them to conduct confidential investigations and protect student privacy.

In April 2018, the SRO became ill and was placed on modified duty. Every effort was made to have other SROs, deputies and supervisors cover his duties, until the close of the school year in May, see memo from Lt. Bronner, Youth Programs/SRO commander.

In a letter dated 05/14/18, the STEM School requests Sheriff Spurlock to reimburse part of the funds they put forth towards the SRO, for the months he was out sick, see attached. The school also voiced concerns about their service expectations not being met. The Sheriff addressed the concerns of the school by reiterating what the contract for services required the SRO to do and what was required to be provided by the school for him to perform his duties. The Sheriff felt that STEM School may not have been utilizing the SRO in alliance with the contract because their primary focus for the SRO every day was outside security and traffic control, not the above noted functions of a deputy sheriff, per the agreement.



After several follow-up discussions with STEM School administration regarding the differences in how they used the SRO, versus the authorized duties of a deputy sheriff, the Sheriff's Office did not feel the STEM School could follow the requirements of the agreement. As a result, Sheriff Spurlock sent a letter to STEM School dated 06/20/18, electing to not renew their ½ time SRO agreement for the 2018/2019 school year, see attached letter.

In a letter to the Sheriff's Office dated 07/23/18, the STEM School asked to further discuss an SRO for the 2018/2019 school year and to work out an agreement, see attached letter. As a result, the Sheriff's Office again met with the STEM School administrators to work on the details. The Sheriff's Office presented options as well as requirements to provide for a full time SRO at the STEM school to include less expensive alternatives to paying ½ of the funding of an SRO, such as off-duty deputies to conduct the duties they were most interested in, traffic direction during the morning and afternoon. STEM school administrators were to take the issue back to their board of directors. The Sheriff's Office did not hear back from the STEM school except to hire off-duty deputies as traffic control. The Sheriff's Office also offered to provide our School Youth Education and Safety in Schools program, however this past year, those officers were not able to obtain the time in the STEM school due to no response from the school.

Sheriff Spurlock

Highlands Ranch Division



To:

Sheriff Tony Spurlock

From: Date:

Lieutenant Lori Bronner May 10th, 2019

Subject:

Information related to STEM School

During the 2017-2018 school year, concerns were noted about the proper utilization of the SRO assigned to STEM Academy. Near the end of the school year, DCSO received a letter from STEM Academy requesting a refund. I wanted to follow-up with you on STEM Academy's request for reimbursement of \$6,731.50, due to their SRO being out on modified duty and feeling they have not received their 50% worth of SRO Bob Grigg's time.

In the first paragraph of their letter they state they have not had, "the consistent, reliable presence of a SRO at STEM. Throughout the year we met with Deputy Griggs to outline our expectation including presence at STEM during 50% of this working hours and casual interactions with students during school rounds. These expectations were not met."

SRO Griggs took over SRO duties at STEM at the end of the 2016-2017 school year and continued as the SRO during the 2017-2018 school year until getting ill and being placed on modified duty in April 2018. At the beginning of school year, 2017-2018, STEM was getting a lot of complaints from surrounding businesses about their drive line, parents using other businesses property as drop off/pick up locations, and students walking through other business' lots creating damages and nuisance. SRO Griggs was trying to address these issues. Around this time it came to our attention that Mr. Kummer the owner of Kummer Financial Strategies, LLC, went to the school board and complained about STEM. Mr. Kummer was stating that STEM's traffic was preventing his clients from being able to enter his property to make their appointments. As a response to this complaint STEM told the school board that their SRO is at the drive line entrance 50% of the time, either at drop off or pick up times. The school told SRO Griggs to stand at the entrance on Ridgeline to be a visual presence for Mr. Kummer. That day or the following day, SRO Griggs had a report that needed to be completed and turned in; therefore, he was unable to stand on the corner to be visual for Mr. Kummer. The next day Penny Eucker, STEM's Director, texted SRO Griggs and asked to speak with him. SRO Griggs met with Mrs. Eucker who said her expectations were that he stands at the drive line every day and was upset he was working on a report and not standing at the corner during pick-up the previous day. After the meeting SRO Griggs informed me about the meeting and a comment Mrs. Eucker stated that "maybe he need to think about if he was cut out for that position."

Upon hearing this, I requested SRO Griggs to set up a meeting for us with Mrs. Euker. This meeting occurred at STEM, where we discussed Mrs. Euker's concerns. She wanted SRO Griggs to stand by the entrance by Kummer every day during either drop off or pick-up. She was told by me that he would try to do that; however, we could not guarantee that he could every day. I explained how in law enforcement we do not always have control over our days, events dictate at times, what we must do. I explained how SRO Griggs was working on his reports during pick-up time and that he was required by me and the department to have them in, this mandates his reports being a priority. I further explained the many roles of the SRO and requirements of DCSO, and expressed that we want to have a cooperative working relationship. After seeing the letter requesting a refund, I asked SRO Griggs if the school made any complaint or comments to him. SRO Griggs said that they only asked him to walk around sometimes and be visible to the kids. SRO Griggs said he did that if he was not working on a call for service for them or writing his reports. After that meeting I have never received a negative comment or complaint on SRO Griggs, in fact SRO Griggs received the following text message from Mrs. Euker:

Would like me to call the gentleman planning the "watch party" and make sure he understands he can't do it on school grounds?

Thank you but it is not necessary. He is a parent and should obey but I wanted to copy you just in case he decides to ignore my request in bold and italics.

BTW, you are awesome and I so appreciate how you are a leader in our school.

Once it was learned that SRO Griggs would not be returning to full duty anytime soon, I went to the school and let them know. I specifically told Principal Leanne Weyman that SRO Griggs would be out for an extended period, that we, DCSO patrol, are short personnel and do not have anyone to pull to cover SRO Griggs position. I advised her that the SRO/YESS team will provide services for them. They may not always see the person as they may be concentrating their attention outside the school during drive line times, etc.

Since SRO Griggs has been out on modified duty the SRO and YESS team have been providing coverage and resources for STEM and Skyview Academy. Also, SRO Griggs was able to provide some services like answering questions, providing guidance, and dispositioning Text-A-Tip and Safe2Tells.

Following is a list of some of the services the team provided during SRO Griggs absence.

On 041819, at tip of a threat against STEM came in, in the evening. I personally made contact with patrol, found out what was going on and made STEM administration aware of the tip. As it was almost 2100 and patrol had not made contact with any persons yet, I told the administration we would not have any information for a while, go to sleep and I would update them in the morning. The following morning, I went to the school, advised them of what patrol did and learned. They were made award that there was not a threat to their school, but I did stay at the school during drop off and provided a visual presence for students, staff, and parents.

On several occasions I started or ended my day over at STEM during the drive line times being visual. On some days, I went inside and conducted walks through of the school and checked in with school administration.

SRO Coyle went to STEM in an attempt to locate and identify a driver of a vehicle who through something at another parent's car the previous day.

YESS Carnes provided the following breakdown of the time he was at STEM.

April 30 3.5 hours

May 7, 8, 9 and 11 about 3-3.5 hours each day.

May 10 around 8 hours since Heidman was at Skyview and I was working on 2018-00050519 until 5:30ish.

May 8- I went 4 miles on the bike around the school many times from 1200-1330 hours watching kids outside playing and talking with teachers. I didn't write down exact walk times, but didn't think I had to. I've been in various parts of the school and doing walk throughs every day. I've been working out of the car moving it to various locations around the campus each day being a presence and often talking with kids or teachers. Today [051118] I sat in on a meeting with a kid, his mom who is a teacher, and helped a student. I followed up with the assistant principal about another student. I then started to learn some of the names of various staff members for future days.

At this point, I am intending to be there part of the 14th, 15th, 21st, 22nd, and 23rd and possibly part of the 24th. Cpl. Adams spent almost his whole day at STEM talking to a group of French students who were visiting from France. I went over to the school and met with them, I then did an impromptu invite to tour HRSS. They agreed and all the students and teachers were brought over to HRSS. They were given a tour of HRSS, a K9 deputy was brought over for them to see and take pictures with, the Sheriff was at HRSS so he spoke to the visitors too. This created a very positive impression of STEM on a national level for them. I reached out to STEM and asked for their graduation date and if they would like one of us there. STEM's senior class graduated on Friday, May 18th. Both Cpl. Adams and I were present prior to the ceremony, during and after the ceremony providing security. This was approximately 3.5 hrs.

Cpl. Adams and I went to Skyview Academy to meet with their administration. During our meeting they said STEM had called them and asked them if Skyview was going to ask for a refund, they also told us that Skyview does not have any issues with the services being rendered by DCSO while SRO Griggs is out, nor with SRO Griggs and his services while he was there. They actually said that SRO Griggs had repeatedly told

them sorry because he was getting called back over to STEM after having just left there and got to Skyview Academy.

In light of STEM's letter requesting a refund for SRO Bob Griggs being out sick and their tone of the letter leading me to believe they are not satisfied with services being rendered by Griggs and/ or the Sheriff's Office. As we only have a few days left in the school year there is not much we can do, however I think we need to address the 2018-2019 school year. I personally do not want Griggs back at STEM after reading their letter requesting reimbursement. The SRO team does not contain extra manpower to just move someone to cover STEM/Skyview Academy. All current SROs are assigned to their schools and have a great working relationship with the administration and have formed trust with their student bodies, I do not recommend moving SROs to accommodate STEM's preference. Therefore other options need to be looked at. Following are a couple of options:

- 1) SRO Bob Griggs be assigned to Skyview Academy full time
 - a. The school has stated they want Griggs full time
 - b. Skyview is striving to be an all-encompassing school and take all aspects of school security seriously
 - c. They are highly likely they can cover the 1/4 STEM was paying for Griggs
- 2) STEM be notified immediately that we, DCSO, are unable to provide them an assigned SRO for next year. They could:
 - a. Have no security in their school
 - b. Hire an outside, private company to provide school security, or
 - c. Hire a deputy through the Deputy Association, similar to the SMP.
- 3) If the department was able to locate funds for another FTE, the SRO team would expand by one. The new SRO would be split between STEM and Plum Creek Academy (PCA).

During the 2017-2018 school year STEM has had 53 CFS and Skyview has had 34 CFS. These numbers look small however they do not count for all the miscellaneous things an SRO does that they do not generate a call for service for. Also, these two schools are located 12-15 minutes apart. The call load and other responsibilities of an SRO and distance between the schools have created an environment that is no longer conducive for one SRO.

STEM for the most part has reached its capacity of 1800 students, however some student are always off campus and some are only on campus part-time. STEM does not host sporting events at their school. Skyview continues to grow and has not reached capacity. They currently have a student population of 1340 students who are always on campus, Skyview also host sporting events at their school. Skyview is located on Business Center Drive, just down the street from Wal-Mart, King Sooper's, and Highland's Behavior which are frequently on the STACC location list. They also have a history of high risk situations resulting in the school going on lockout. The most recent incident was a report of a man with a gun walking down the street. It was later learned the male found the gun lying in the street approximately 300 yards from the school's front door. These circumstances make it more vital to have a full time SRO located at Skyview.

On June 20th, 2018, a letter was sent to STEM Academy, addressed to Mrs. Euker informing STEM Academy that the Douglas County Sheriff's Office would not be renewing the contract for SRO coverage at STEM Academy. The letter was sent by certified mail on two separate occasions. The first letter was lost by the US Postal Service. Mrs. Eucker then responded to the second letter and requested a meeting to discuss, miscommunication between our agencies. Capt. McCarty contacted Mrs. Eucker and scheduled a meeting for, Monday, August 6th, 2018 at 1:30 pm at the Highlands Ranch Substation.

Mrs. Eucker and an unidentified STEM Academy board member met with Under Sheriff Nicholson-Kluth, Capt. McCarty, and I. During the meeting we discussed the issues of the SRO not being allowed to act as an SRO and the requirements set in the IGA not being met by STEM. Mrs. Eucker was informed that we did not have an SRO available for STEM Academy and provided options of: going without an SRO or security, contract with a private security company, hire a deputy through the Deputy Association, possibly contract with the Douglas County School District for School Marshal Program, or if they could come up with 50% salary of an SRO, we, DCSO, could go before the Board of County Commissioners and request funding for another FTE. At the conclusion of the meeting we told Mrs. Eucker to let us know STEM Academy's decision. We later learned STEM Academy hired a private security company. They did reach out to DCSO and requested a deputy for 3 hours a day to be visible and assist with driveline traffic only through off duty employment with the Deputy Sheriff Association.



July 23, 2018

Dear Sheriff Tony Spurlock,

We are in receipt of your letter announcing the unexpected changes to our SRO program for the 2018-2019 school year. I believe there are many areas of miscommunications and we would like to schedule a meeting between you, Sargant Lori Bronner, Mark Alpert, board chair, and me. I believe we have far more positives in our partnership and can build on those successes. Letters and email have confounded our common mission of student safety.

We have partnered with the SRO program since 2013 with enormous gratitude. We have been very public about our appreciation with this partnership. We were asked to cost share with Skyview the training costs in Las Vegas over the summer of 2017. Although we are a low-budget charter school, we agreed to send Officer Rodrigue. In May, we were asked to send the newly assigned SRO, Officer Griggs. We had not met him but agreed.

With five years of outstanding partnership with the Douglas County Sheriff's Office, we had become accustomed to a standard of partnership. We struggled with Officer Grigg's time on campus and engagement with students. We met with Sargant Bronner and Officer Griggs about misalignment of excellent past and less than acceptable current performance. Sargant Bronner explained there was no other choice as the department was short-staffed.

Officer Griggs became ill and was not able to fulfill the 2017-2018 contract. We respectfully requested that STEM would be credited for the months not served.

With the mission of Never Stop Innovating, STEM School Highlands Ranch uses shared office space with approximately fourteen spaces that can be reserved for private meetings and calls. The few with assigned offices are often displaced for necessary use of their office space. We consider all space at STEM shared similar to the workplace of leading industries such as Google and Facebook. Officer Rodrigue welcomed this policy and used the high school cafeteria where we held study hall as his workspace. That way, he explained, students are used to seeing him and he has opportunities to get to know students. He had access to private space as needed. Officer Griggs had full access to fourteen private spaces.

We have only a few weeks until students return on August 8. Our SRO provides a critical role in our emergency response protocol. We sincerely hope that we can work through any misunderstandings and have a SRO on campus for the 2018-2019 school year.

We look forward to meeting with you,

P.J. Eucker PhD Executive Director



June 20, 2018

Penelope Eucker, Executive Director STEM School 8773 S. Ridgeline Blvd. Highlands Ranch, CO 80129

STEM School Highlands Ranch,

Thank you for your letter and let me begin by saying we too, have enjoyed our relationship with the students and teachers at the STEM school.

After considering your position and reviewing our resources, and although I believe we made every effort to serve the STEM School in its needs while Deputy Griggs was on leave, I agree to forgo billing you for the last four months (April through July) of the current contract. (For clarification, our records indicate that you have only been billed and have only paid through March 31, 2018.)

I am sorry that STEM School is dissatisfied with the services we have provided. It appears we do not share a common understanding of the role our school resource officers play in educating our community's youth and protecting our schools. I have learned white inquiring about our service delivery that STEM School has not provided the facilities required by our contract, specifically a secure office that includes a telephone and computer.

I also learned that one of the primary tasks STEM School asked of our school resource officer was traffic direction and parking control. Those are not the services of a school resource officer but can be obtained through our Deputy Sheriff's Association. STEM could contract for deputies for those functions and such a contract could be erafted in a way that provided coverage during release and arrival times of students. Similarly, we could provide site security for events in a similar fashion.

Since it is the time in our cycle that we typically prepare our future contracts, I am electing not to renew our school resource officer contract with STEM School for this next school year.

If you need additional information on these alternatives, please contact Sgt. Ron Hanavan at 303-814-7089.

Thank you for your partnership over the past few years.

1

Sheriff Yony Spurlock

Robert A. Christenson Justice Center 4000 Justice Way Castle Rock. CO 80109

& Service Excellence &

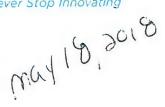
303.660.7505 www.desheriff.nes deso@desheriff.nes



STEM School Highlands Ranch

8773 South Ridgeline Blvd. Highlands Ranch, CO 80129

Douglas County Sheriff 4000 Justice Way Castle Rock, CO 80109



Dear Douglas County Sheriff's Office and Sgt. Lori Bronner,

As a charter school within the Douglas County School District, we independently contract with the Douglas County Sheriff's Office to provide a School Resource Office at our location. Having a Resource Officer at our school is important in providing a culture of safety within which students can focus on their rigorous academics. In the past we have had wonderful working relationships with our school resource officers, particularly Deputy Paul Rodrigue. This year, however, our agreement with the Douglas County Sheriff's Office has not been honored. We have not had the consistent, reliable presence of a SRO at STEM. Throughout the year we met with Deputy Griggs to outline our expectations including presence at STEM during 50% of his working hours and casual interactions with students during school rounds. These expectations were not met.

On April 10th, 2018 we were informed by Deputy Griggs, that he would be absent for 1.5 days to undergo medical tests. He has not returned to work since this date. During his absence, we witnessed one walk through by a substitute officer. On Wednesday, April 14th, we were informed by Sgt. Bronner that we would not have an assigned SRO for the remainder of the year. Due to these circumstances, we request a credit of \$6,731.50 to our fully paid account. We also request placement of a new SRO for the 2018-19 school year and participation in his or her selection process.

We highly value our partnership between our school and Douglas County Sheriff's Office and look forward to the continued partnership.

Thank you,

STEM School Highlands Ranch

PUBLIC CONTRACT FOR SERVICES AGREEMENT BETWEEN SKYVIEW ACADEMY CHARTER SCHOOL, STEM CHARTER SCHOOL AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS ON BEHALF OF THE DOUGLAS COUNTY SHERIFF'S OFFICE REGARDING THE SHARING OF COSTS FOR A DEPUTY SHERIFF TO ACT AS SCHOOL RESOURCE OFFICER

THIS AGREEMENT, made and entered into this 27th day of December, 2017, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, State of Colorado (the "County"), on behalf of the DOUGLAS COUNTY SHERIFF'S OFFICE ("DCSO") and SKYVIEW ACADEMY CHARTER SCHOOL and STEM CHARTER SCHOOL, non-profit corporations in the State of Colorado authorized to do business in Colorado (the "Schools").

RECITALS

WHEREAS, the Sheriff and the Schools wish to enter into a cooperative agreement to share the cost for providing a deputy sheriff as a school resource officer for SKYVIEW ACADEMY CHARTER SCHOOL and STEM CHARTER SCHOOL; and

WHEREAS, the Sheriff wishes to provide a deputy sheriff to the Schools to act as a school resource officer; and

WHEREAS, the parties hereto wish to share the costs of providing a deputy sheriff to act as a school resource officer for the Schools;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the County and the Schools agree as follows:

- 1. <u>DUTIES</u>: The Sheriff shall provide one (1) deputy sheriff to function as a shared school resource officer (SRO) for SKYVIEW ACADEMY CHARTER SCHOOL and STEM CHARTER SCHOOL.
- 2. <u>SCOPE OF SERVICES</u>: The duties of the school resource officer shall include, but not be limited to, the following:
 - Make every effort to split time equally between the Schools daily, in coordination with the Schools.
 - Provide education and counseling to faculty, staff, and students on law enforcement matters:
 - Act as a liaison between the Sheriff and the Schools;
 - Coordinate matters of mutual law enforcement concerns between the Schools and the Sheriff;
 - Create an open, uninhibited environment of discussion geared to understanding and respect;
 - Investigate law enforcement and public safety issues.
- 3. <u>EQUIPMENT/USE OF FACILITIES:</u> The Schools will provide a private and secure room on campus for the school resource officer. The room will be equipped with a

telephone and computer for conducting confidential investigations and interviews. All other equipment utilized by the SRO will be issued, maintained and owned by the Sheriff's Office.

- 4. <u>OWNERSHIP OF DOCUMENTS:</u> All record documents resulting from SRO investigations will be managed and maintained at the Douglas County Sheriff's Office.
- 5. <u>FINANCIAL COST SHARING</u>: The Sheriff and the Schools agree to share certain ongoing costs as estimated and outlined in ATTACHMENT A. Such shared costs include the salary, which includes any anticipated tier plan adjustments or other compensation changes, fringe benefits, uniform allowance, and communication and data costs for the deputy sheriff. Each School shall pay its portion of the estimated costs outlined on a quarterly basis upon receipt of an invoice provided by the County, net 30 days.
- 6. <u>PERSONNEL & SUPERVISION</u>: The school resource officer shall remain an employee of the County at all times. The school resource officer shall perform duties under the control of the Douglas County Sheriff's Office and shall be afforded the same employment rights and benefits as other office members. A description of the school resource officer's duties is included as ATTACHMENT B. Any conflict in schedule or duties shall be resolved by the Douglas County Sheriff'.

The Schools shall partner with the Sheriff during the interview and selection process of the Schools' school resource officer. The school resource officer shall understand and support the mission of the school.

The school resources officer is subject to the Douglas County Sheriff's chain of command and to the policies, procedures, rules, regulations, directives, and orders of the Sheriff and the County. The school resources officer will also comply with the laws, policies, and regulations of the Schools to the extent that such measures are not in conflict with those of the County or Sheriff. Although the school resource officer will work closely with school administrators and faculty to determine the most effective use of the officer's time and expertise, he/she shall not be subject to supervision or direction by the Schools.

- 7. <u>TERM</u>: The term of this agreement shall be from August 1, 2017, through July 31, 2018. The financial obligation of both parties hereto is subject to annual budgeting and appropriation of the necessary funds.
- 8. <u>TERMINATION</u>: This agreement may be terminated by either party upon 60 days written notice in writing to the other party. The Schools shall only be responsible for its respective share of the deputy sheriff's ongoing costs incurred as of such termination date.
- 9. <u>NOTICE</u>: Any notice required to be given by this agreement shall be addressed as follows:

To SKYVIEW ACADEMY CHARTER SCHOOL:

Lori Bachtel, Business & Operations Coordinator Skyview Academy 6161 Business Center Drive Highlands Ranch, Colorado 80130 lbachtel@svak12.org 303-471-8439

To STEM CHARTER SCHOOL:

Penelope Eucker, Executive Director STEM School 8773 S. Ridgeline Blvd. Highlands Ranch, CO 80129 penny.eucker@stemhigh.org 303-683-7836

To the County:

Patrol Captain James Jensen Douglas County Sheriff's Office 4000 Justice Way Castle Rock, Colorado 80109 jjensen@dcsheriff.net 303-814-7022

With a copy to:

Kelly Dunnaway, Deputy County Attorney Douglas County Sheriff's Office 4000 Justice Way Castle Rock, CO 80109

- 10. <u>NO THIRD PARTY BENEFICIARIES</u>: None of the terms or conditions of this agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto.
- 11. <u>AMENDMENTS</u>: This agreement constitutes the entire agreement of the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended, modified, or changed, in whole or part, only by written agreement approved by each party.
- 12. <u>AUTHORIZED REPRESENTATIVE</u>: The Patrol Captain is designated as the Authorized Representative of the County for the purpose of administering, coordinating, and approving the work performed by the School Resource Officer under this Agreement.

- 13. <u>INDEMNIFICATION</u>: The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate, or assume the defense of the Schools or any other person or entity whatsoever for any purpose whatsoever. The Schools shall defend, indemnify, and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions, or proceedings of any kind or nature whatsoever, in any way resulting from or arising from this agreement; provided, however, that the Schools need not indemnify or save harmless the County, its officers, agents, and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents, and employees.
- 14. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.
- 15. This agreement is entered into as of the day and year set forth above.

THEREFORE, IN WITNESS WHEREOF, the PARTIES hereto have executed this agreement the day and year first above written.

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY

DOUGLAS COUNTY SHERIFF'S OFFICE	:
By: Decusioned by: Spurlock Tony G. Spurlock, Sheriff	
Tony G. Spurlock, Sheriff	
Date:12/26/2017	_
APPROVED AS TO CONTENT:	
Doug Dehord	
Douglas J. DeBord, County Manager	
Date: 12/27/2017	
APPROVED AS TO LEGAL FORM:	APPROVED AS TO FISCAL CONTENT
belly Durnaway	andrew Copland
Kelly Dunnaway, Deputy County Attorney	Andrew Copland, Director of Finance
Date: 12/26/2017	Date: 12/27/2017

SKYVIEW ACADEMY CHARTER SCHOOL
By: Kackel Lofi Bachtel Business & Operations Director
Date: 10/19/2017
Attest (if Corporation):
Ву:
Signature of Notary Public Required:
COUNTY OF Douglas) ss.
The foregoing instrument was acknowledged before me this 19th day of October, 2017, by Tammy White.
Witness my hand and official seal
Notary Public Notary Public Notary Public State of Colorado Notary ID 20074037208
My commission expires: 10-2-19 My Commission Expires October 02, 2018

My commission expires: 10-2-19

By: Penelope Eucker Executive Director	
Date: 12/14/17	
Attest (if Corporation):	
Ву:	
Signature of Notary Public Required:	
STATE OF <u>Colorado</u>) SS. COUNTY OF <u>Douglas</u>)	
The foregoing instrument was acknowledged before me this	14 day of December, 2017, by
Notary Public My commission expires: 12/08/2020	LAURA B TRUONG NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20164046520 MY COMMISSION EXPIRES 12/08/20

ATTACHMENT A

2017-2018 SRO Program Costs

		Skyview Portion		STEM Portion		Charter School Total		Sheriff Portion		Total Ongoing Costs	
Charter School SRO Program Shared Costs (08/01/17 - 07/31/18):											
Salary	\$	20,325	\$	20,325	\$	40,650	\$	40,650	\$	81,300	
Fringe Benefits Smartphone Uniform Allowance Software Subscription (AXON Program) MDT Connectivity (Covered by 911) Ongoing Shared Costs Total	\$	6,025 150 75 350 - 26,925	150 75	6,025		12,050 300 150 700 - 53,850		12,050 300 150 700 - 53,850		24,100 600 300 1,400 - 107,700	
				150							
				75							
				350 - \$ 26,925	\$						
											\$
			Other Charter School SRO Program Costs (08/01/17 - 07/31/18):								
Overtime and Related FICA	\$	-	\$	-	\$	- 1	\$	900	\$	900	
Uniform Costs (Ongoing Replacement) Firearm/Taser Supplies			-	-		-		300		300	
					-		400		400		
Range Fees		-		-		-		250		250	
Fuel/Maint		-		•		-		2,300		2,300	
Ongoing Other Costs Total	\$		\$	-	\$	•	\$	4,150	\$	4,150	
Grand Total (Shared and Other Costs)	\$	26,925	\$	26,925	\$	53,850	\$	58,000	\$	111,850	

ATTACHMENT B

SRO Job Description

The Douglas County Sheriff's Office has a School Resource Officer (SRO) program. These officers are assigned as Patrol officers and will follow all guidelines and job descriptions as outlined in the standard job description of a Deputy Sheriff.

The SRO program consists of one Sergeant assigned as the immediate supervisor. The Administration Lieutenant of Patrol is the next level in the Chain of Command. Each School Resource Officers is assigned to a specific high school and is responsible for handling all in-progress law enforcement related calls, education, training, and counseling duties as needed. Each SRO generally handles calls in their feeder middle school. The SRO duties include, but are not limited to, the following:

Schedule: Typically Monday through Friday 0730 – 1530 Working the traditional school calendar

- First responder to all calls within his/her assigned school(s)
- Investigation & follow up of all criminal offenses (including some felony investigations) that are reported in/to the school staff or the SRO.
- Assists the school administration with all matters involving school security & safety. This
 includes input involving the most appropriate discipline of the students (criminal charges vs.
 school discipline, or both)
- Assists the school staff with classroom presentations involving areas that directly affect the students and law enforcement.
- Assists the school administrators, staff, and counselors with mediation and guidance on matters that are confidential and fall under the CRS statute of mandatory reporting.
- Works directly with parents/guardians on problems involving the student. This includes counseling, mediation, resource allocations, and education regarding the juvenile's rights and procedures of the juvenile justice system.
- Educates and communicates to the Patrol and Investigation Divisions on events that occur in/out of the schools.
- Gathers criminal intelligence learned in the schools that will assist the DCSO Administration on criminal activity involving juveniles in the County.